



federal law, and the amount in controversy exceeding seventy-five thousand dollars (\$75,000.00).

### PARTIES

2. Plaintiff Rodney Kilgore is the owner and operator of Monteagle Wrecker Service of Chattanooga. Plaintiff's business address is 6808 Connor Lane, Chattanooga, Tennessee 37421.

3. Defendant Cheryl Williams ("Williams") is the owner and operator of Cheryl Williams Trucking ("Williams Trucking"), DOT NO. 3021873, whose business address and address for service of process is 1025 Timberline Drive, Rockwall, Texas 75032-5943. This business will be served via the Secretary of State for the State of Texas.

4. Defendant Nature Nate's ("Nature") is a subsidiary of the owner of Defendant North Dallas Honey Company, LP, ("Dallas"). Defendant Nature's business address and address for service of process is 10740 Big Horn Trail, Frisco, Texas 75035 and will be served through the company's designated agent for service of process via the Secretary of State for the State of Texas.

5. Defendant Dallas's business address is 3305 Henry Court, Plano, Texas and will be served through the company's designated agent for service of process at 10740 Big Horn Trail, Frisco, Texas 75035 via the Secretary of State for the State of Texas.

### FACTS

6. Defendant Nature bought a semi-trailer load of thirty-five (35) pound barrels of honey from Big Sky Honey Company of Fairview Montana at Big Sky's loading dock.

7. At some point, whether at the point of initial loading at Big Sky's dock, or at some other location, Defendant Williams came into physical possession of the trailer load of honey, having been commissioned for all or a portion of the transport to the designated destination.

8. On or about October 19, 2017, Defendant Williams's driver left the roadway of Interstate 24 East bound at or near mile marker 180, at or near Cannon Avenue, in Chattanooga, Tennessee.

9. Said truck plunged down a steep embankment, descending over twenty (20) feet into a wooded creek.

10. Monteagle Wrecker Service of Chattanooga was called to make recovery of the truck, trailer and cargo by the Tennessee Highway Patrol, and was subsequently authorized to do so by Defendant Williams.

11. Due to the location and wooded terrain as well as the final resting place of the truck and trailer in the creek, the recovery of the truck, trailer and cargo required the use of much specialized equipment, including a bulldozer for removing trees to obtain access.

12. The cargo load of 35-pound barrels of honey as well as pieces of the trailer were strewn all over the immediate area, requiring the use of a boat brought in as necessary to assist in the recovery of trailer parts, barrels of honey in the water and environmental cleanup.

13. This recovery was extensive, requiring beyond the various specialized pieces of equipment many man hours.

14. Monteagle Wrecker Service ultimately billed Defendant Williams in the total amount of one hundred thirty thousand five hundred forty-nine dollars and fifty cents (\$130,549.50). This amount included storage charges for the storage of both the truck and

trailer. A copy of Plaintiff's billing for the recovery services rendered is attached hereto and incorporated herein by reference.

15. To date, both the truck and trailer are in storage and maintained there by Monteagle Wrecker Service and are continuing to accrue storage fees at the rate of \$75.00 per day each.

16. Plaintiff has made repeated demand for payment of the billing, and has notified the carrier, Cheryl Williams Trucking, as well as North Dallas Honey Company, LP, the owner of the cargo, of his intention to bring this legal action in the event that payment is not forthcoming.

17. To date, none of the defendant companies has paid, or offered to pay, Plaintiff's company what is due and owing for the recovery and environmental cleanup necessitated by this wreck.

18. Plaintiff therefore herein sues all of the herein named defendants, jointly and severally in the compensatory amount owed for the recovery of the cargo and environmental cleanup.

19. Further, Plaintiff herein sues defendant Cheryl Williams Trucking for those amounts associated with the recovery of the truck and trailer, and the associated storage bill.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays:

1. That process issue and be served with the complaint upon all Defendants;
2. That upon the trial of this cause, all Defendants, be held jointly and severally liable for those costs associated with the recovery of the cargo and the necessitated environmental cleanup;

3. That upon the trial of this cause, Defendant Williams be held solely liable for the costs associated with the recovery of the truck and trailer, as well as the storage fees that have and are accumulating;

4. That a jury of twelve be impaneled to try this cause.

Respectfully submitted,

/s/Russell L. Leonard

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